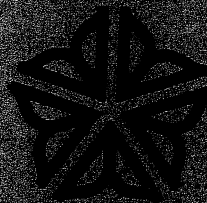


AGREEMENT

Between

THE CITY OF
ROCHESTER, N.Y.



AND



ROCHESTER POLICE
LOCUST CLUB, INC.

July 1, 1991 to June 30, 1993



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ARTICLE 1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide orderly collective bargaining relations between the City of Rochester and the Rochester Police Locust Club, Inc., to secure prompt and equitable disposition of grievances, and to establish fair wages, hours and working conditions for the employees covered by this Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 2 RECOGNITION AND DUES CHECKOFF

Section 1: Bargaining Agent

The City recognizes the Locust Club as the sole and exclusive bargaining agent for the purpose of establishing salary, hours and other conditions of employment for all members of the unit established as follows: all Police Officers; all Sergeants; all Lieutenants; and all Captains except: a maximum of four sworn employees assigned to and working in the office of the Chief of Police, currently Sgt. Patricia Cona, and Lt. Michael Berkow; the Chief's Aide; the commanding officer of the Professional Standards Section; the commanding officer of the Research and Evaluation Section.

Section 2: Non-Interference

The City will not interfere with, restrain, or coerce employees because of membership in or lawful activity on behalf of the Club and will not attempt to dominate or interfere with the Club, nor will the City discriminate in regard to hiring or promotion or tenure of employment or encourage or discourage membership in the Club. It is understood that membership in or lawful activity on behalf of the Club shall not interfere with the employee's duties nor with the carrying out of the responsibilities of the Rochester Police Department.

Section 3: Agency Shop

The parties recognize that this is an Agency Shop Agreement and each employee who is a member of the bargaining unit herein above defined, but is not a member of the Rochester Police Locust Club, Inc., shall be liable to contribute to said Club as representative costs an amount equivalent to Club dues as are from time to time authorized, levied and collected from the general membership of the Rochester Police Locust Club, Inc.

Section 4: Dues Checkoff

The City recognizes the obligation of those employees who are or may become members of the Club to pay their Club dues and, upon written authorization on the part of such employees, the City agrees to deduct Club dues from the wages of all Club members who appear on the City payroll, pursuant to 93-b of the General Municipal Law of the State of New York, and forward such dues, together with a list of employees for whom dues deductions are made, to the Club. Dues deductions are to be made monthly.

Section 5: Police Benevolent Dues

The City also recognizes the obligation of those employees who are or may become members of the Rochester Police Benevolent Association to pay their Benevolent Association dues and, upon written authorization on the part of such employees, the City agrees to deduct from the wages of all Benevolent Association members who appear on the City payroll, pursuant to 93-b of the General Municipal Law of the State of New York, and to forward such dues, together

with a list of employees for whom dues deductions are to be made, to the Benevolent Association. Dues deductions are to be made monthly.

Section 6: Rehired Members

In the case of employees rehired, or returning to work after a leave of absence, or being transferred back into the bargaining unit, who have previously executed authorization, and re-executed that authorization, the City agrees to resume deductions.

Section 7: Remittance of Deductions

Deductions will be remitted to the Club's designated Treasurer as soon as possible, or before the next regular payroll, together with a list of those for whom deductions have been made and the amounts of such deductions.

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule
A. Effective as of July 1, 1991

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step A</u>	<u>Step B</u>
90 annual: \$26,230	\$29,977	\$33,724	\$37,471	\$40,365	\$42,404	
biweekly: 1,008.83	1,152.95	1,297.07	1,441.19	1,552.50	1,630.93	
91 annual:	\$37,094	\$40,188				
biweekly:	1,426.71	1,545.68				
92 annual:	\$40,465	\$42,904				
biweekly:	1,556.34	1,650.17				
94 annual:	\$45,758	\$48,516				
biweekly:	1,759.91	1,866.01				
95 annual:	\$51,633	\$54,745				
biweekly:	1,985.88	2,105.58				

B. Effective as of July 1, 1992

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step A</u>	<u>Step B</u>
90 annual: \$27,410	\$31,326	\$35,241	\$39,157	\$42,186	\$44,335	
biweekly: 1,054.23	1,204.84	1,355.44	1,506.05	1,622.53	1,705.19	
91 annual:	\$38,764	\$41,996				
biweekly:	1,490.91	1,615.23				
92 annual:	\$42,286	\$44,835				
biweekly:	1,626.38	1,724.42				
94 annual:	\$47,817	\$50,699				
biweekly:	1,839.11	1,949.98				
95 annual:	\$53,956	\$57,209				
biweekly:	2,075.25	2,200.35				

Section 2: Differential

Effective July 1, 1990, the differentials between ranks shall be:

- Between Police Officer (Bracket 90, Step 4) and Sergeant --- 14.5%
- Between Sergeant and Lieutenant --- 13.08%
- Between Lieutenant and Captain --- 12.84%

Section 3: Salary Steps

A. Police Officer --Bracket 90

The steps shown below shall be reached at the following intervals:

- Step 1: Start
- Step 2: Upon successful completion of the formal recruit training and field officer training program, or upon reaching 8 months of service, whichever comes first.
- Step 3: Upon reaching the first anniversary after completing the formal recruit training and field officer training program, or after completing 20 months of service, whichever comes first.
- Step 4: Upon reaching the second anniversary after completing the formal recruit training and field officer training program, or after completing 32 months of service, whichever comes first.
- Step A: Upon assignment as provided in Article 5, Section 3.3
- Step B: Upon completion of one full year of assignment at Step A, as provided in Article 5, Section 3.

- B. Notwithstanding subdivision A above, police officers who transfer to the Rochester Police Department from other jurisdictions or deputy sheriffs hired shall receive a starting salary at Step 2, at a minimum. Starting salaries for such personnel may exceed Step 2, under mitigating circumstances, after consultation with the Union.

C. Pay Steps - Officer Ranks

<u>Rank</u>	<u>Bracket</u>	<u>Step 3</u>
Detective C	91	Upon Appointment
Sergeant	92	Upon Civil Service Appointment
Detective B	92	Upon Appointment
Lieutenant	94	Upon Civil Service Appointment
Captain	95	Upon Civil Service Appointment

<u>Rank</u>	<u>Bracket</u>	<u>Step 4</u>
Detective C	91	Upon completion of 1 year of service at Step 3
Sergeant	92	Upon completion of 1 year of service at Step 3
Detective B	92	Upon completion of 1 year of service at Step 3
Lieutenant	94	Upon completion of 1 year of service at Step 3
Captain	95	Upon completion of 1 year of service at Step 3

Section 4: Longevity

- A. In addition to the salaries provided in Section 1 of this Article, each member of the Unit hired prior to July 1, 1984 shall receive a longevity benefit as follows:

1. Longevity payments will be made at a rate of \$50.00 for each year of service beginning on the employee's third (3rd) anniversary, and increased by the amount of \$50.00 per year for twenty-two (22) additional years, with a maximum of \$1,150.00.

2. Payments are to be made by adding the longevity payment to the twenty-six (26) bi-weekly paychecks in the following manner: When the anniversary falls during a month, the payment shall begin in the first full pay period of the following month.

B. In addition to the salaries provided in Section 1 of this Article, each member of the Unit hired on or after July 1, 1984 shall receive a longevity benefit as follows:

1. Longevity payments will be made at the rate of \$40.00 for each year of service, beginning on the employee's fifth (5th) anniversary, and increased by the amount of \$40.00 per year until the twentieth (20) year, with a maximum of \$640.00.
2. Payments are to be made by adding the longevity payment to the twenty-six (26) bi-weekly paychecks in the following manner: When the anniversary falls during a month, the payment shall begin in the first full pay period of the following month.

C. Effective the start of the first full pay period after January 1, 1989, Longevity for all members shall be computed at the rate as contained in Section A (1) above.

Section 5: Pensions

The City will provide coverage in the New York State Policemen's and Firemen's Pension System for the officers of the unit in the following pension sections:

- | | |
|-------------------------|---|
| (a) Section 375-C | Non-contributory Plan |
| (b) Section 384 | 25 Year Plan |
| (c) Section 384-F, G, H | 25 Year Plan |
| (d) Section 384-D | 20-Year Plan |
| (e) Section 302-D | One year final average pay base for pension |

- | | |
|-------------------|---|
| (f) Section 360-B | Guaranteed \$20,000 Ordinary Death Benefit (police officers with ninety (90) or more days of service) |
|-------------------|---|

(g) Section 375-I

(h) The City shall make available the benefit under Section 384-e of the New York State Retirement and Social Security Law to all police members of the 384-d Plan, from July 1, 1990 through June 30, 1991.

Section 6: Shift Adjustment

A. Members assigned to patrol platoons 1, 3, or 4, or their equivalent, shall receive a \$.35 per hour adjustment for each scheduled hour during such shift for which the employee is paid, except that an employee on sick or injury leave for five (5) or more days shall not receive a shift adjustment for the period of sick or injury leave. This adjustment shall not be part of a member's base salary.

B. Effective the start of the first full payroll period following January 1, 1989, the shift adjustment for those working the first platoon shall be increased to \$.50 per hour.

Section 7: Field Training Officers & Coordinators

A. Those assigned as Field Training Officers shall be paid an additional per diem amount equal to five percent (5%) of their base salary (as set forth in Section 1) for each day in which they perform the duties of a Field Training Officer including training periods and the periods during which a Field Training Officer is assigned a probationary officer. Payment shall be made on a bi-weekly basis.

B. Those assigned by the Police Chief or his authorized representative as Field Training Coordinators shall be paid an additional per diem amount equal to five percent (5%) of their base salary (as set forth in Section 1) for each

day in which they perform the duties of a Field Training Coordinator. When the section has three or more recruits assigned, a Field Training Coordinator shall be assigned to that section.

Section 8: Flexible Benefit Program

The City shall make available the Flexible Benefit Program currently available to other employees, while such program is permissible under Internal Revenue Codes. Design, administration and choice of administrator shall be at the City's discretion.

Section 9: Deferred Compensation Plan

The City shall make available to all members of the bargaining unit a Deferred Compensation Plan pursuant to Section 457 of the United States Internal Revenue Code. The design and administration of such plan shall be at the discretion of the City.

**ARTICLE 4
PROFESSIONAL STANDARDS**

The Union recognizes the necessity of continuous improvement in efficiency and effectiveness throughout the employer's operations covered by this collective bargaining agreement and in this connection, it will urge its representatives and members to cooperate jointly with the employer in accomplishing this result.

**ARTICLE 5
MERIT TESTING FOR INVESTIGATOR**

Section 1: Testing Procedure

Assignment of members within the rank of Police Officer to the departmentally designated position of Investigator will be based on merit testing. The testing procedures are to be conducted by the Rochester Police Department under the direction of the Chief of Police and will consist of written examinations, oral interviews, and after consultation with the Union, such other testing

procedures as determined by the Chief of Police, to create a rank standing. Assignment to the functions of Investigator will be made by the Chief of Police, in such numbers as he shall deem appropriate and necessary, by the selection of one of the three persons standing highest on the list of those persons who qualify for assignment as a result of such merit testing. The list of those eligible for assignment shall remain in effect for a maximum of three (3) years unless extended by mutual consent.

Section 2: Preference for Experience

If, after the merit testing procedure has been completed, two or more members receive equal rank standing, preference shall be given to the member with the longest seniority as a designated Plainclothesman or Detective at the time of creation of the rank standing. In the event that the preference set forth in this Section is applicable, the member entitled to such preference shall be deemed to have a higher rank standing than any other member having an otherwise equal rank standing. Except as provided in this Section, whenever two or more members receive equal rank standing, such members shall collectively constitute one "person" for purposes of assignment as provided in Section 1 of this Article.

Section 3: Compensation

Members assigned as Investigators in accordance with this Article shall be paid at Bracket 90, Step A. Upon the completion of one (1) full year of assignment as an Investigator, the member shall be paid at Bracket 90, Step B. Except as provided in Section 5 of this Article, no person who has not qualified for assignment as Investigator by successfully completing the merit testing procedure, and whose name does not appear on the list of those eligible for assignment, and who has not been duly assigned as an Investigator, all as provided in Section 1 of this Article, shall be entitled to, or shall be paid the salary rate provided for in Bracket 90, Steps A or B.

Section 4: Duration of Assignment

The assignment of Police Officers to duty as Investigators shall not create any rights of tenure. The Chief of Police shall have the sole power to assign Police Officers to duty as Investigators, as provided in this

Article, and to reassign members from the duty of Investigators to other duties within the rank of Police Officer. Upon written request by the member reassigned, the member shall be entitled to an articulated explanation for such reassignment. Notwithstanding any provision of this Agreement, a reassignment of an Investigator to other duties within the rank of Police Officer shall not be deemed to be a transfer. Notwithstanding Section 75 of the Civil Service Law, any other statute, this Agreement, or any Rule or Regulation of the Rochester Police Department or the City of Rochester, a reassignment of a member from duty as an Investigator to other duties within the rank of Police Officer shall not be deemed as discipline or a demotion. Any member reassigned from duty as an Investigator to other duties within the rank of Police Officer shall be compensated at the salary provided in Bracket 90, up to Step 4, applicable to a Police Officer with the member's length of service within that title.

Section 5: Temporary Assignments

- A. 1. In the event it becomes necessary, in the judgment of the Chief of Police, to make a temporary assignment to the duties of an Investigator, such temporary assignment may be made pursuant to this section. Said temporary assignment may not exceed thirty (30) calendar days except as provided in Section 5(C) of this Article.
2. Selection, by the Chief of Police, of members assigned to perform the duties of an Investigator shall be made from those members who qualify for the assignment as a result of the merit testing system as set forth in Section 1 of this Article, as follows:
 - a. by selecting one of the persons on the current Investigator list who is assigned to the Section in which temporary assignment is to be made, or;
 - b. by selecting one of three persons standing highest on the entire Investigator list.

- B. If it becomes necessary for the Chief of Police to make a temporary assignment to the duties of an Investigator not to exceed ten (10) working days, he may do so at his discretion by selecting a member working within the Section and Platoon where the temporary assignment is to be worked, whether or not the member is on the list of those persons who qualify as a result of the merit testing procedures set forth in Section 1 of this Article.
- C. If it becomes necessary for the Chief of Police to extend a temporary assignment which was made pursuant to subdivisions A or B of this Section, the said extension may be made if:
 1. The extension is vital to the continuity of a particular investigation, and;
 2. Removal of a particular member from the temporary assignment would greatly hinder a particular investigation, and;
 3. Permission is granted by the Union. Said permission shall not be unreasonably denied.
- D. All members assigned to perform duties of an Investigator on a temporary basis shall be compensated commensurate with Bracket 90, Step A, on a per diem basis. Said members shall be paid on the appropriate payday, immediately following the temporary assignment.
- E. Temporary assignments to Investigator shall not entitle the member to overtime pay in accordance with Article 18, Section 3 (A).

Section 6: Current Assignments

It is further agreed and understood by the parties that members presently assigned as Detective, Grade A, B or C and Plainclothesmen shall remain so assigned consistent with the Rules and Regulations of the Department in effect on July 1, 1974, to the extent that

such assignments are lawful, and that such members shall be compensated at the salary appropriate to the Brackets set forth for such assignments in Article 3, Section 3, provided, however, that nothing in this Section shall prohibit or restrict the Chief of Police from assigning such members to other duties within the rank of Police Officer at the salary provided for such duties. Nothing in this Article shall be construed to compel those members described herein to participate in the merit testing procedures set forth in Section 1 of this Article as a prerequisite to retaining the assignments referred to in this Section. However, nothing in this Section shall prevent members described herein from participating in the merit testing procedures set forth in Section 1 of this Article.

ARTICLE 6 PAID HOLIDAYS

Section 1: Recognized Holidays

A. The following thirteen (13) days during each year of the 1991-93 contract years will be recognized as paid holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veterans Day
5. Thanksgiving Day
6. Christmas Day
7. New Year's Day
8. Lincoln's Birthday
9. Washington's Birthday
10. Good Friday
11. Easter Sunday
12. Memorial Day
13. Martin Luther King Jr. Day

B. If a holiday falls on a workday and the officer is granted the day off, the officer must use a vacation day or compensatory day on the holiday.

C. Holiday pay shall be based upon the step and bracket of the employee at the time of each holiday, not upon the step and bracket at the time of payment.

Section 2: Payment for Holidays

Members shall be paid by the first Friday in December for all holidays enumerated in Section 1 of this Article. Payment shall be based on a holiday year from Christmas of the preceding calendar year through Thanksgiving of the current calendar year, except that if a member is employed for less than the full holiday year from Christmas to Thanksgiving, he shall be paid only for those holidays observed during his period of employment.

ARTICLE 7 BENEFITS FOR ON-DUTY INJURY

Section 1: Benefits

The City will provide the following benefits for any member who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties (as set forth in City Charter Section 8A-6), until his disability arising therefrom has ceased: base salary (Article 3, Section 1), longevity payments (Article 3, Section 4), pension benefits (Article 3, Section 5), paid holidays (Article 6, Section 1 and 2), health insurance (Article 11, Section 1-6), dental insurance (Article 11, Section 8), and educational incentives (Article 14, Section 2).

Section 2: Other Provisions

A. Clothing Allowance shall be provided during the first 12 months of Section 8A-6 status. Said allowance may be continued at the discretion of the Chief of Police.

B. Payment of shift adjustment, if any, will be made pursuant to Article 3, Section 6.

- C. Vacations will be covered by the appropriate General Order (currently General Order 230), except that if the officer is off duty on Section 8A-6 status for more than 90 calendar days, he may have future vacation accruals reduced in proportion to non-working time at the sole discretion of the Chief of Police. Said decision of the Chief of Police shall not be reviewable or grievable.
- D. There shall be no accrual of personal leave while an officer is on Section 8A-6 status.
- E. The practice of providing compensatory days because the officer worked one work wheel rather than another shall cease for officers on Section 8A-6 status.

ARTICLE 8 SICK LEAVE

Section 1: Statement of Purpose

This Article establishes sick leave benefits for the members of the bargaining unit. Procedures implementing these benefits will be covered by the Sick Leave General Order (currently numbered 210).

Section 2: Eligibility

A member of the department will be eligible for sick leave only when suffering from an illness or injury that would prevent the performance of duty. He will not feign sickness or injury; nor will he deceive or attempt to deceive any physician, surgeon, commanding officer or other competent authority concerning his mental or physical condition.

Section 3: Bills for Service

Bills for professional service by private medical or surgical specialists rendered to members injured on duty or while on Police Department premises will be paid from City funds in the event that the Police Surgeon is unable to personally provide the service, provided that the

private medical or surgical specialist has been approved for that purpose by the Police Chief. This provision will not apply to necessary first aid or emergency services rendered in cases of injury in line of duty. Eligibility for the benefits described above shall initially be determined solely by the Chief of Police. The decisions of the Chief of Police shall be subject to the provisions of Article 27.

Section 4: Discontinued Tours

When a member discontinues his tour of duty due to injury or illness, he will be on sick leave and will be subject to all the regulations of this Sick Leave Article and applicable General Orders. The member must report sick, as required, if he wishes to use sick leave on working days subsequent to this discontinued day. However, discontinued days will not be counted as absence from duty in determining loss of personal leave day or furlough due to absences as a result of injury or illness.

Section 5: Sick Leave Allowance

A member of the Department may be permitted up to six calendar months of continual sick leave for any illness or injury not sustained in the line of duty. If unable to return to duty after this period, his case will be reviewed by the Chief and one of the following determinations will be made:

1. Temporary termination from the payroll with reinstatement rights at any time within one year.
2. Retirement from active service if so entitled.
3. Dismissal from the department.
4. An extension of sick leave.

Prior to making his determination, the Chief will obtain a written report from the Police Physician which shall include the report, if any, of the member's personal physician.

Section 6: Obligation of Officer on Sick Leave to Remain at Home or in Place of Confinement

Unless authorized by his immediate commanding officer, or his designated representative, a member of the Department on sick leave will not leave his residence or

place of confinement during his regularly scheduled hours of work except for:

1. obtaining professional medical treatment;
2. performing exercise prescribed in writing by his physician which is part of his recovery treatment, a copy of which must be submitted to his Commanding Officer prior to commencing such exercise.

The Commanding Officer's decision may be appealed to high command or ultimately to the Chief of Police in consultation with the member's physician.

ARTICLE 9 PERSONAL LEAVE FOR PERFECT ATTENDANCE

- A. Employees covered by this Agreement will earn one day of personal leave for each calendar quarter of perfect attendance. Any personal leave earned according to this Article shall be credited within the next pay period after it was earned. The employee may use such leave for any purpose subject to advance approval of his absence. The employee may accumulate up to four days of personal leave for this purpose, which may be carried across contract or fiscal years, provided that the four day maximum is not exceeded. For the purpose of calculating personal leave earnings by calendar quarter, the starting date shall be January 1, 1989. On January 1, 1989, members shall be credited with personal leave proportional to the period of perfect attendance for the 90 days prior to January 1, or for the period from January 1, 1989 back to the last date on which personal leave was computed, calculated to the nearest whole hour.
- B. This Article does not apply to employees hired after July 1, 1984.

ARTICLE 10 VACATIONS

Section 1: Statement of Purpose

This Article establishes vacation benefits for the members of the bargaining unit. Procedures implementing these benefits will be covered by the furlough General Order (currently numbered 230).

Section 2: Emergency Situations

In the event the Chief determines that a serious emergency exists, he may cancel or terminate furloughs, provided, however, that he first exhausts all additional manpower available through call-in procedures. In the event of a declared emergency, the Chief may terminate or cancel furloughs immediately. Furloughs cancelled or terminated will be rescheduled by the Chief of Police at a later date.

Section 3: Choice and Retention of Furlough

Choice of furlough dates will be based on seniority as defined in Article 22. A member who has chosen his furlough will not lose his choice by reason of transfer unless the transfer was requested by the member, in which case the Chief of Police may, in the case of furlough conflict, reschedule the member's furlough within the same period (prime or non-prime). If the furlough is not rescheduled within the same period, then the member will be allowed to carry over those furlough days into the next calendar year.

Section 4: Vacation Allowance

The City will grant vacation based on the number of years of service completed at the beginning of the calendar year as follows: Number of years of service completed as of January 1 of the calendar year; and yearly vacation allowance:

1. 6 months but less than one yr. of service; 1 day per mo. (not to exceed 10 days)
2. 1 yr. through 3 complete years; 12 days
3. 4 yrs. through 8 complete years; 16 days
4. 9 yrs. through 14 complete years; 18 days
5. 15 yrs. through 19 complete years; 20 days
6. 20 and more complete years; 25 days.

All vacation days are working days and do not include R days.

ARTICLE 11 HOSPITAL & SURGICAL INSURANCE & DEATH BENEFITS

Section 1: Hospital and Surgical Health Benefits

- A. Employees will be provided with the basic Blue Cross/Blue Shield Plan plus the Blue Million Rider.

Additional riders shall be the \$5.00 deductible prescription rider and the 80/20 X-Ray Blue Shield Rider. The City agrees to provide coverage comparable to the prior 120-day Maternity Service Rider and the Paid-in-Full Obstetrical Service Rider for members of the unit.

This benefit may be provided through a plan or plans other than Blue Cross and/or Blue Shield, provided that the benefit remains substantially equivalent.

- B. It is expressly understood by the parties that a unit member married to another unit member shall be eligible for only one single health insurance contract in the event his or her spouse is covered by his or her own single health insurance contract, and further, that such member shall not be eligible for any separate health insurance coverage if his or her spouse is covered by a family health insurance contract, as provided for in this Section.

Section 2: Cost of Benefits to Employees

Effective July 1, 1991, employee contributions from all members shall be five percent (5%) of the cost of the coverage as provided in Section 1.

Section 3: Alternative Plans

The City and the Union will agree on a hospital surgical plan alternative to the one described in Section 1 and the City will offer such plan to the members of the unit on the basis of individual, voluntary enrollment. In addition, the City will make available Health Maintenance Organization (HMO) coverage, to all unit members regardless of hire date, as required by current law.

Section 4: Cost of Alternative Plans

- A. If the cost of the alternative plan is less than the cost of the coverage described in Section 1 above, then the cost of the monthly premium to the employee shall be equal to the contribution contained in Section 2.
- B. If the cost of the alternative plan is greater than the cost of the coverage described in Section 1 above, then the cost of the monthly premium to the employee shall be the additional monthly premium plus the contribution as contained in Section 2.

Section 5: Payroll Deductions

The employees share for all Hospital and Surgical health benefits shall be paid on a payroll deduction basis.

Section 6: Life Insurance

- A. A life insurance policy of a minimum of \$3,500.00 shall be provided by the City. The City agrees to pay the full premium of an ordinary death insurance policy of \$3,500.00 for all members of the unit who may hereafter retire from service. The effective date of the coverage shall be the first day of the month following the date of employment.
- B. The City shall make available a payroll deduction capability for members purchase of life insurance, at their expense, from a vendor selected by the Union. The Union will provide a minimum of sixty (60) days notice of the selection or change of the vendor. Monthly payroll deductions will be made for members who provide written authorization.

Section 7: Death Benefit

An additional \$10,000 death benefit for death resulting from the performance of a member's duties shall be provided by the City. The beneficiary of such benefit shall be the beneficiary designated on the life insurance policy provided for in Section 6 of this Article unless the member designates in writing to the Director of Employee Relations a different beneficiary.

Section 8: Dental Plan

The Dental Plan shall be the GHI "Spectrum 2000" plan. The dental benefit shall be non-contributory for members enrolling in either the single (non-family) plan or the family plan.

Section 9: Coverage for Retirees

A. The City will provide hospitalization and medical insurance to qualified employees who retire under the New York State Policemen's and Firemen's Retirement System. In order to qualify for the benefits set forth in this Section, employees must meet both of the following conditions:

1. The employee must retire directly into and/or under the New York State Policemen's and Firemen's Retirement System from active, full-time employment with the City and receive a pension therefrom, and
2. The employee must have served a minimum of twenty (20) years of active full-time employment with the City immediately preceding retirement into and/or under the New York State Policemen's and Firemen's Retirement System. For police officers who transferred to the City from another jurisdiction and for deputy sheriffs who were hired directly from a Sheriff's Department, prior service as a police officer or deputy sheriff shall be included in this 20-year service requirement. The required minimum period of time set forth in this paragraph will be waived in the event the employee is

granted and receives a New York State Policemen's and Firemen's Retirement System disability retirement.

B. Qualified employees, as defined in subdivision A of this Section, who retire on or after January 1, 1989, shall receive family or single hospitalization and medical insurance benefits and shall pay the contribution levels, as set forth for active full-time employees in Section 2 and Section 4 of this Article.

Section 10: Dependent Coverage

In the event of the line-of-duty death of any active member of the unit, the City will continue to provide and pay the cost of all health benefits provided by this Article to the surviving spouse of the deceased member until said spouse dies or remarries, and to dependent children of the deceased member until such dependents reach the age of 19.

ARTICLE 12 CLOTHING AND MILEAGE ALLOWANCE

Section 1: Payments

Officers ordered, in writing or verbally, to work in civilian clothing shall be paid an annual \$500 clothing allowance, this allowance to be figured on a per diem basis. Payment shall be made in the last payroll period of June and December of each year to all members who were ordered to work in civilian clothing during any part of the preceding six (6) months.

Section 2: Payment for Terminated or 3

Retired Members

Members who are terminated or who retire before one of the semi-annual payments outlined above will receive the clothing allowance which they are due in their final paycheck.

Section 3: Safety Prescription Glasses

- A. The City will provide and replace as needed safety prescription eyewear when the member presents a prescription for eyewear. All safety prescription eyewear shall conform to ANS Z87.1 and O. S. H. A. Standards.
- B. Members of the unit will be permitted to purchase safety glasses in frames other than the standard frame, provided, however the member shall pay the difference between the cost of the standard frame and the approved frame he chooses.
- C. The Chief will designate at least six (6) frame styles which are consistent with the image of the Rochester Police Department.

Section 4: Mileage Allowance

- A. The City shall pay mileage reimbursement for the use of a member's privately-owned vehicle for the conduct of the City's business where such use has been permitted by the Chief or his designee. The reimbursement shall be \$.21 per mile. Record-keeping requirements may be established by the City.
- B. For the working days during which a privately-owned vehicle is used on City business pursuant to subsection (A), the City shall provide a parking space or shall reimburse the member for parking expenses, at the City's option.
- C. Use of a privately-owned vehicle may be made a condition of assignment. However, this requirement shall not apply to assignments in which the member is normally required to make arrests or perform patrol functions.
- D. Notwithstanding (A), (B), and (C) above, the provisions of Special Order No. S-82-74 shall remain in effect.

- E. Members assigned to the SCIS will be provided the use of an Employer-owned vehicle at no cost to the member when there are vehicles available for use that are otherwise used for their assignments.

Section 5: Uniforms

The City will continue to provide such items of uniforms and personal equipment, or their equivalent, as are currently provided, and as may be authorized by the Chief of Police. No member will be required to pay for any newly authorized personal equipment and/or uniforms issued.

Section 6: Weapons and Equipment

- A. Members will reimburse the City for the purchase of the authorized semi-automatic handgun through payroll deduction.
- B. The City shall provide ammunition, one spare clip, leather goods, and replacements due to loss or destruction in the line of duty, without cost to the member.
- C. The City will repair or replace, without charge, weapons damaged or lost in the line of duty, unless the loss or damage is the result of negligence attributable to the member.
- D. Members must obtain a New York State pistol permit on which their duty weapon will be registered.
- E. Members who resign or who are dismissed from the Department shall retain ownership of their weapon or receive reimbursement for the cost of the weapon at the option of the Chief of Police.
- F. Members will maintain their weapons in compliance with standards established by the City.

ARTICLE 13 CLOTHING BOARD

Section 1: Representation

The parties will establish a joint labor-management clothing board with equal representation. Total membership on the board will be no less than six (6) and no more than ten (10).

Section 2: Consultation and Recommendation

The Chief of Police will consult with the Board before making decisions relative to clothing and personal equipment issued to members of the unit. The Board may make recommendations to the Chief on matters relating to clothing and personal equipment.

Section 3: Meetings

Both parties to this Agreement may request meetings of the Clothing Board to discuss pertinent issues coming under the review of the Board.

ARTICLE 14 EDUCATIONAL BENEFITS

Section 1: Payment for Courses

The City agrees to pay the full cost of all tuition and books to all police officers successfully completing a police-work-related course within the period of this contract leading to an Associate's Degree, Baccalaureate Degree, or Master's Degree in Police Science or Criminal Justice from an accredited institution. Courses required for such degree programs shall be deemed to be police-work-related. Electives may be deemed to be police-work-related with the prior approval of the Police Chief. If a disagreement should arise over electives, the matter shall be resolved by the Labor-Management Committee.

Payment shall be made as per the following schedule:

- A. One-half (1/2) of all expenses mentioned above upon presentation of evidence of successful completion of individual courses.

- B. All such expenses previously not reimbursed shall be paid in lump sum upon completion of two (2) years continuous service from the day of receipt of such degree.

Section 2: Educational Incentives

The City agrees to provide an educational salary benefit of 5% of the officer's base pay to qualified police personnel and employed recruits starting on the next full payroll period following their successful completion of the receipt of an Associate's Degree in Police Science or Criminal Justice, or 6 1/2% of the member's base pay upon receipt of a Baccalaureate Degree or higher degree in any subject. Effective April 18, 1979, persons entering the ranks of the Police Department shall not be entitled to educational incentives. Also police officers who are currently members of the force who have not matriculated into any such educational program prior to June 30, 1984, shall not be eligible for educational incentives.

Section 3: Federal or State Programs

If Federal or State programs exist to pay all or a portion of the educational costs referred to in Section 1, the City will decrease its share appropriately so that 100% of the direct educational costs are paid.

Section 4: Proportional Payment

The City will pay 50% of the direct educational costs incurred in obtaining a Baccalaureate Degree in accordance with existing City Administrative Regulations. If the individual receives Veteran's Administration payments, the City will pay 50% of the direct educational expenses, or the difference between the Veteran's Administration payments and the total cost, whichever is less.

Section 5: Procedures

The following procedures shall be complied with in order to be eligible for tuition reimbursement:

1. The member shall submit to the Police Chief proof of matriculation from the educational institution, prior to submitting applications for tuition reimbursement.

2. Employees shall submit Tuition Reimbursement Applications to the Police Chief no later than two (2) calendar weeks after commencement of any course for which educational reimbursement is sought.
3. For courses previously approved for educational reimbursement, employees shall submit to the Police Chief official notification of course grade and receipts for allowed expenses no later than thirty (30) calendar days after receipt by the employee of such notification of grade.
4. For degrees specified in Section 1 of this Article, employees shall present official notification from the educational institution of the awarding of such degree no later than thirty (30) calendar days after receipt of the degree. Within thirty (30) days of the expiration of the two (2) years of service from the date of such degree, the member shall submit application for the remainder of expenses to be reimbursed.

ARTICLE 15 OVERTIME

Section 1: Overtime Computation

- A. Except as provided in Section 3, time-and-one-half overtime will be paid for all time worked in excess of eight (8) hours in one tour of duty and for all time worked on any regular day (R day) off. Any member who works any personal leave day, compensatory, or vacation day, when such days off have been approved at least one week in advance, and when such days off have not been cancelled more than 72 hours in advance, shall be paid time-and-one-half overtime for time worked on such days.
- B. Roll Call: Members shall attend Roll Call during the 15 minutes immediately preceding their scheduled daily tour and will not be dispatched to

perform other police functions during such roll call time unless paid in accordance with Article 15, Section 1 (A).

Section 2: Call Backs to Duty

- A. Except as provided in (B) and (C) below, on all authorized call backs to duty, a minimum of four (4) hours of pay, at the overtime rate, shall be provided.
- B. Except as provided in (C) below, for all authorized, scheduled overtime for administrative meetings and community meetings only, when a member has been given at least 48 hours notice, a minimum of three (3) hours of pay, at the overtime rate, shall be provided.
- C. For overtime worked when a member is held over after the end of the regular tour of duty or when overtime is scheduled, at least 48 hours in advance, contiguous to and prior to the regular tour of duty, overtime shall be paid for time worked.

Section 3: Court and Training Time

- A. All members who are required to report to City, County, Family, Supreme, Federal Court, Grand Jury Proceedings, Professional Standards Section interviews, District Attorney interviews, Corporation Counsel interviews, or quasi-judicial administrative agencies during off-duty hours as a result of the performance of their official duties shall be compensated at time-and-one-half with a minimum of two (2) hours.
- B. All members who are required to report to In-Service Training scheduled on off-duty hours shall be compensated at time-and-one-half with a minimum of two (2) hours.
- C. All members who are required to transfer evidence during non-duty hours shall be paid a minimum of one and one-half (1 1/2) hours at time-and-one-half.

Section 4: Member's Option on Compensatory Time

A Members of the bargaining unit will have the option of accruing compensatory time in lieu of overtime payment, provided, however that no member will be credited with compensatory time in excess of 360 hours. Compensatory time will be earned and computed at the same rate as is overtime pay.

Section 5: Payment for Compensatory Time

All members shall be allowed to receive cash payment for earned compensatory time above 280 hours and up to 360 hours of accumulated compensatory time. Such payment shall be made at the member's base salary, plus educational incentive, if applicable. Such payment shall be paid only on or before October 1 each year, provided that the member has requested such payment on or before September 1 of that year.

**ARTICLE 16
LEAVE DUE TO DEATH IN FAMILY**

Section 1: Immediate Family

Members shall be granted leave with pay for the death of a wife, husband, child, father or mother (whether natural, adopted or by legal guardianship), brother or sister, father-in-law or mother-in-law, grandmother, grandfather, grandchild, or any relative residing in the household. Said leave shall be from the time it is granted until the day after the funeral when the member shall report for duty, except that any officer working the first platoon will report to duty at their regular scheduled time the night of the day following the funeral.

Section 2: Other Relatives

Members may be granted up to one (1) day for the purpose of attending the funeral of a brother-in-law or sister-in-law or a blood relative not included in Section 1.

Section 3: Regular Days Off

If regular days off fall within the permitted leave time for a death in the family or if the police officer involved is on furlough at the time of the death in the family, no additional days off will be granted due to the death.

Section 4: Official Notice

Official notice of death shall be furnished to the employer by the employee, upon request.

**ARTICLE 17
CALCULATION OF ECONOMIC BENEFITS**

Section 1: Calculation Rate

The hourly rate of pay shall be determined by dividing the annual rate of pay (including educational incentive, if applicable), by 1992.

The biweekly rate of pay shall be determined by dividing the annual rate of pay (including educational incentive, if applicable), by 26.

Section 2: Severance Pay

A. In the event that a member of the Unit retires, dies or otherwise terminates service with the City of Rochester, Severance Pay shall be paid for all unused vacation time, not to exceed forty (40) days, and all accrued overtime (compensatory time), not to exceed forty-five (45) days.

B. Payment shall be made upon retirement, death or other termination of services for all accrued holiday time.

**ARTICLE 18
WORK SCHEDULE**

Section 1: Work Week

- A. Members working assignments formerly on a 5-2, 4-2 work wheel will work a 5-2, 4-2, 4-2 wheel.
- B. Notwithstanding any provision of this section, members working assignments on a 5-2 work schedule will continue to work a 5-2 work schedule.
- C. Members may be assigned to a work schedule that consists of five (5) days of duty followed by two (2) consecutive days off provided that the consecutive days off are either Friday-Saturday, Saturday-Sunday, or Sunday-Monday. All shifts shall be on a steady, non-rotating basis, commonly referred to as a 5-2 schedule.

Section 2: Split Shifts

- A. Except in serious or emergency situations, as declared by the Chief of Police or his authorized representative, there shall be no split shifts. However, split shifts can be volunteered to by members and/or mutually agreed to between members and their commanding officer.
- B. It is understood and agreed upon between the parties that Section 2 (A) above shall not apply to the police officers assigned to the Special Criminal Investigation Section. Split shifts shall not be used mainly for the avoidance of the payment of overtime.

Section 3: Work Hours

- A. All employees shall be scheduled to work a regular tour of duty which shall have a regular starting time and regular quitting time. All hours worked outside the regular tour of duty shall be compensated for pursuant to Article 15 of this Agreement.

- B. The Employer may change the regular starting and quitting time of a position due to deployment needs, as follows:

- 1. The change in starting and quitting times does not exceed four (4) hours.
- 2. The change shall be effective for a minimum of seven (7) days or until the elimination of the need for deployment.
- 3. Written notice is provided to affected employees and the Union at least forty-eight (48) hours in advance.
- 4. Unless a specific skill or characteristic is required for the assignment, the City will offer the assignment to appropriate members on the basis of seniority. If no member desires the assignment, the least senior member will be called.

- C. The Tactical Unit, the Special Criminal Investigation Section and those regularly assigned to the patrol section and CID fourth platoons shall be exempt from A and B above under the following conditions:

- 1. That there be a demonstrated need to re-deploy manpower and,
- 2. That said deployment is not done mainly for the avoidance of overtime.

- D. The Department may rotate command personnel to various platoons for a thirty-eight (38) day period after initial assignment upon promotion or reassignment to a new unit.

- E. Temporary assignments to the Professional Development Section for training purposes shall not be limited by the provisions of (B) 1, 2 and 4 above.

- F. Article 15 does not apply when the City acts in accordance with Sections (B), (D), (E) above.

- G. This section shall not be subjected to Article 32 of this Agreement and shall expire on 6/30/93 at which time the language as contained in the 1988-91 Agreement shall continue.

Section 4: Relief Schedule

- A. The City may, at its option, assign one unit member to the Relief schedule in the following sections:
1. Staff Duty
 2. Headquarters
 3. Downtown
- B. The relief schedule shall consist of a 4-2, 4-2, 4-3 schedule, where the member works two (2) tours on the 3rd platoon, immediately followed by two (2) tours on the 1st platoon.
- C. The relief schedule shall be an exception to Section 3(A) of this article and no premium pay for changing shifts shall apply.
- D. All members assigned to the relief schedule shall be paid the appropriate shift adjustment according to Article 3, Section 6.

**ARTICLE 19
TRANSFERS**

Section 1: Definitions

- A. Transfers
1. A transfer shall be defined as the change of assignment from one section to another section, or from one division to another division. Changes of assignment made within the Criminal Investigation Division or the Special Criminal Investigation Section will not be considered transfers.
 2. A permanent change in platoon assignment shall be considered a transfer when it exceeds 60 days in duration.

- B. A temporary assignment shall not be for more than 60 days in duration at which time it shall become a change of assignment subject to this Article.

- C. Temporary reassignments from one platoon to another platoon shall not be made for disciplinary purposes.
- D. Temporary transfers to limited duty assignments due to disabilities may be extended for the duration of the disability. Such reassignments shall not result in eligibility for overtime payment in accordance with Article 18, Section 3 (A) of this Agreement.

Section 2: Posting of New Positions and Vacancies

- A. The Chief of Police shall maintain the right to make an involuntary transfer under mitigating circumstances.
- B. Except as provided in (C) below, whenever the City desires to permanently fill a new position or vacancy within the bargaining unit, notice will be made by teletype and/or Daily Bulletin and posted to inform members for a period of ten calendar days. New positions or vacancies shall be filled as provided in Section 4 of this Article. No new positions or vacancies shall be filled during the 10-day posting period, except on an acting basis when necessary because of emergency or to replace a transferred or promoted member. All announcements of new positions or vacancies will include a list of the qualifications and criteria established for the position by the Chief of Police, unless delegated to a Deputy Chief or Major. Nothing in this Section or Article shall be construed as requiring the filling of new positions or vacancies.
- C. Vacancies which may occur in the office of the Chief of Police may be filled without being posted.

Section 3: Transfer Requests

A. Members may indicate their interest in transferring to one of the new positions or vacancies posted pursuant to Section 2 of this Article. Transfer requests will be considered Department wide.

B. Any member who requested a transfer and was not selected, or any member transferred without request, may address a written request to the command responsible for the final selection for an articulated explanation.

Section 4: Qualifications for Transfers

A. The establishment of qualifications and criteria for assignments and the transfer of members shall be solely the responsibility of the Chief of Police unless delegated to a Deputy Chief or Major.

B. When filling new positions or vacancies posted pursuant to Section 2 of this Article, the Chief of Police or his designated representative shall make a selection from among those members who have requested the transfer, pursuant to Section 3 (A) of this Article, and who meet the qualifications and criteria set forth for the position, pursuant to Section 4 (A) of this Article. If, in the judgment of the Chief of Police or his designated representative, two or more of the most qualified candidates are equal based on the qualifications and criteria established for the position, preference shall be given to the member who has the greatest amount of Department seniority as defined in Article 21 of this Agreement. In the absence of a written request for transfer, the transfer shall be made at the discretion of the Chief of Police.

Section 5: Grievability

The implementation of the provisions of this Article will be subject to the grievance procedure as provided in Article 27. Decisions of the Chief of Police or his designated representative pursuant to Section 4 of this

Article will be grievable if the member feels the decision was made in an arbitrary or capricious manner.

Section 6: Maintenance of Seniority

When a police officer is reassigned or transferred, there shall be no loss of seniority.

ARTICLE 20 DISCIPLINE

Section 1: Department Investigation and Bill of Rights

Whenever a Unit member is being investigated by the Professional Standards Section (PSS) or by any other Section performing similar functions, the following shall apply:

1. The interview of any member of the bargaining unit shall be at a reasonable hour, preferably when the member officer is on duty, and during the daylight hours, unless the exigency of the investigation dictates otherwise.
2. The interview shall be conducted at a location designated by the investigating officer, preferably at Police Headquarters.
3. The member of the bargaining unit shall be informed of the rank, name and command of the officer in charge of the investigation as well as the name and rank of the officer conducting the interview, and the identity of all persons present during the interview.
4. A member of the bargaining unit shall have made available to him at his request all reports which he has submitted regarding said investigation.
5. The member of the bargaining unit shall be informed of the nature of the investigation before any interview commences. Sufficient information to reasonably apprise the member of the allegations made against him shall be provided prior to any interview.

6. A member of the bargaining unit shall have the right to have present, as a representative, at the member's own interview an attorney of his choice, or a representative designated by the Club, except that the member may not be represented by any other unit member who is identified as a target or witness of the investigation at the time the member is interviewed by members of the Professional Standards Section, or may waive such right to representation. The designation of a particular representative shall not unduly delay the process. This representation shall extend to allowing the attorney or the representative to pose questions to the member of the bargaining unit at the conclusion of the questioning being done by the Police Department, or if the member is unrepresented, he shall have the right to make a statement. The attorney or Club representative shall not interfere with or impede the investigation. It is further agreed that the City of Rochester and the Rochester Police Department will attempt to resolve disciplinary actions only with the attorney selected by the member of the bargaining unit, or a representative of the Club where the member has elected such representation. It is the express intent of the parties to restrict representation of the members of the bargaining unit to representatives of the Club in those instances when the member of such bargaining unit is not represented by counsel or is not representing himself.
7. A member of the bargaining unit subject to such investigation by the Police Department shall have the right upon request to a copy of any statement he shall make to the Police Department, free of charge, provided such statement is reduced to writing and may have a copy released directly to an authorized Union representative upon signed release of the member.

8. The City of Rochester agrees that it will not interrogate bargaining unit members in Professional Standards Section interviews regarding conversations between the members and their Union representatives which occur as a result of the Union's statutory duty to represent its members.
9. A member of the bargaining unit shall have the right to electronically or otherwise record any and all statements he gives to the Police Department during such investigation.
10. A member of the bargaining unit subject to such investigation by the Police Department shall not be subject to any offensive language nor, except as otherwise provided herein, shall he be threatened with transfer, dismissal, or any other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing herein contained shall be construed as to prohibit the Police Department from instructing the member that his failure or refusal to answer any questions can become the subject of disciplinary action itself, resulting in disciplinary punishment.
11. In no event shall a member of the bargaining unit be ordered or requested to submit to a lie detector or polygraph test.
12. Prior to the filing of departmental charges, the bargaining unit member shall be afforded an opportunity to be heard.
13. Any member of the bargaining unit shall be given a copy of any warning or memorandum entered in his personnel file. If in the opinion of said member, the warning or memorandum issued was not justified, then the member shall have the right to respond in writing and have such response entered in his personnel file. Such warnings and memoranda are not discipline.
14. A member of the bargaining unit subject to such investigation by the Rochester Police Department shall suffer no reprisals, directly or indirectly, for exercising his rights under this Article.

15. Except as provided in Section 2 of this Article, discipline shall be covered by Civil Service Law Section 75 and 76. The Hearing Board shall be selected in the following manner:

A. The Appointing Authority will submit to the member a list of 3 command officers of the rank of Lieutenant or higher from which the member must select at least 2 who shall serve on the Hearing Board.

B. The member may submit to the Appointing Authority a list of 3 other members holding a rank higher than his rank from which the Appointing Authority shall select one member of the Hearing Board.

C. If a civilian is named to serve on the Hearing Board upon the request of the complainant, the civilian will serve in place of one of the Appointing Authority's designees. The member will decide which command officer will be replaced by the civilian.

16. No removal or disciplinary proceeding shall be commenced more than one year after the occurrence of the alleged incompetency or misconduct complained of and described in the disciplinary charges, except that, if the alleged misconduct is discovered by the Police Chief more than nine months after its occurrence, charges may be brought against the member within ninety (90) days of such discovery of alleged misconduct.

17. For all hearings commencing after January 1, 1992, the Chief shall make a written final disposition and notify the accused officer of the Hearing Board's recommendation within one hundred twenty days (120) following the conclusion of the hearing. A copy of the disposition and the Hearing Board's recommendation will be provided to the member and the Union president.

18. Unless the nature of the investigation requires immediate attention, the member shall be given at least 48 hours advance notice of any interview conducted under this Section.

19. All members placed on the Hearing Board list will be done so at the discretion of the Chief of Police. The list of eligibles shall be made available to the Locust Club President at a reasonable time prior to the selection of a Hearing Board panel.

20. (A) The City agrees to release a copy of all statements of potential witnesses that the City anticipates calling as a witness for the City of Rochester against an accused member. The statements shall be released to the member's attorney or the Locust Club president or his designee at least forty-eight (48) hours prior to the hearing, provided that the member agrees in writing not to contact or have an agent contact any person whose statement is to be provided. Upon receipt of the statements, neither the Union nor its agents shall contact any person whose statement has been provided.

(B) The Union agrees to release a copy of all statements of potential witnesses that the Union anticipates calling as a witness for the defense of any accused member. The statement shall be released to the Commanding Officer of the Professional Standards Section at least forty-eight (48) hours prior to a hearing date.

Upon receipt of the statement, the City agrees not to contact any person whose statement has been given to the City's representative.

21. The Union can allege violation of procedures to the Chief of Police in writing. The Chief will take such allegation into consideration as possible mitigating circumstances in selecting the disciplinary penalty, if any.

Discipline Guidelines and Classification of Penalties - see Appendix 1

Section 2: Command Discipline

- A. Notwithstanding the provisions of Section 75 and Section 76 of the Civil Service Law, or Section 1 of this Article, Section Commanders, regardless of rank, or any command officer holding the rank of Major or higher, may impose discipline for minor violations of the Rules & Regulations and General Orders of the Department.
- B. Discipline imposed through command discipline shall be one of the following: Letter of reprimand; suspension without pay for a maximum of three (3) days; requirement to work up to three "R-Days" without additional pay; reimbursement up to \$100 of the value of the property which is intentionally or negligently damaged or lost by a member; or, successful completion of a driver training program.
- C. When command discipline is imposed, the member shall:
 - 1. accept the commander's disciplinary findings and punishment; or
 - 2. accept the commander's disciplinary findings and appeal the punishment to the Command Discipline Appeal Board, the determination of which shall be final; or
 - 3. refuse the commander's disciplinary findings and punishment and elect disciplinary proceedings pursuant to Section 75 of the Civil Service Law.
- D. The Command Discipline Appeal Board shall consist of two (2) command officers appointed by the Chief of Police and the President of the Locust Club or an elected Club officer designated by him.
- E. Disciplinary determinations made under this Section shall be governed only by these procedures and shall not be subject to the grievance procedure set forth in Article 26 of this collective bargaining agreement or appealed in any other manner, including a proceeding under Article 78 of the CPLR, or the Civil Service Law.

This subdivision shall not be interpreted to preclude the member from utilizing the procedure set forth in subdivision C(3) of this Section.

- F. No command discipline shall be commenced under this Section more than ninety (90) days after the occurrence of the alleged misconduct.
- G. The record of any command discipline shall be removed from a member's personnel record after the member has had no other discipline imposed for a period of one year, and will not be used against the member thereafter. Upon request of the member, such written records shall be destroyed or returned to him.
- H. Upon the member accepting the commander's disciplinary findings and punishment, or upon the determination of the Command Discipline Appeal Board, the appointing authority may under no circumstances overrule the punishment imposed or impose further discipline for the same violation.

ARTICLE 21 MEMBERS RIGHTS

Section 1: Access to Personnel File

A member shall, after requesting in writing, be permitted to review his own personnel file, that is maintained in the Police Chief's office, in the presence of an appropriate official of the Department. Only complainants' names and addresses and reference sources shall be deleted from said file when it is so deemed necessary. Requests for such viewing must be honored within fifteen (15) days of such request.

Section 2: Release of Police Photographs

The City agrees not to release the Police identification photograph of any member to the news media unless the City first receives the permission of the affected member.

**ARTICLE 22
SENIORITY**

Section 1: Police Officers

Employees' seniority shall be based upon:

- a. date of appointment as a member of the Rochester Police Department, and
- b. position on Civil Service list

Section 2: Commanding Officers

Commanding officers' seniority shall be based upon:

- a. date of promotion into rank,
- b. position on the Civil Service list

Section 3: Current List

Current seniority employment lists in each rank, by name and date of appointment to the Rochester Police Department, shall be made available for inspection. The list shall be updated every four months.

Section 4: Reinstated Employees

A member of the unit who leaves Rochester Police Department employment, and who is subsequently reappointed to the department in accordance with Civil Service Law, shall have his/her seniority calculated from the original date of appointment, less the time that the member was not an employee of the Rochester Police Department. The member shall receive his/her seniority based upon original date of appointment, and adjusted for time not employed by the Department, after one year of continuous service from the date of reappointment.

**ARTICLE 23
OUT-OF-TITLE WORK**

Section 1: Compensation

When a member of the unit is assigned by competent authority to work out-of-title at the rank higher than his regular rank, he shall be compensated for working in the position for the time worked on a "per diem" basis which shall reflect the difference between his regular salary and the salary which he would receive if promoted regularly to the higher title. The subject of excessive out-of-title work is a valid labor management discussion item.

Section 2: Method of Payment

Payment for out-of-title work shall be made in the payroll period following the payroll period in which the out-of-title work was actually worked.

Section 3: Selection for Out-of-Title Work

A. Officers shall be assigned to out-of-title work within the Section and Platoon by the Police Chief or Commanding Officer by utilizing the following criteria: position on current promotional list, work experience and quality of work.

B. If work experience and quality of work are equal in the judgment of the Police Chief or Commanding Officer, preference will be given to the officer highest on the promotional list, or in the absence of a promotional list, seniority will replace position on the promotional list placement.

**ARTICLE 24
CIVIL SERVICE PROCEDURE**

Section 1: Duration

The Police Chief agrees not to request an extension beyond two (2) years for any Civil Service List for promotion.

Section 2: Scheduling of Tests

The Police Chief agrees to request the Civil Service Commission to adopt a policy of holding promotional examinations at least 60 days before expiration of existing promotional lists.

Section 3: Physical Standards

The Police Chief agrees to request the Civil Service Commission to publish physical standards for appointment and promotion.

Section 4: Standards

The City agrees to maintain at least the minimum standards and qualifications in accordance with the Civil Service Law for the appointment of Police Officers.

Section 5: Promotional Vacancies

The Police Chief agrees to forward a list of promotional vacancies to the Club President or his designee, upon request. This notice will clearly state the date of the vacancy.

**ARTICLE 25
LEAVES OF ABSENCE**

Section 1: Leave of Absence Without Pay

Leave of absence without pay up to the time limitations of the New York Civil Service Law in effect at the time may be obtained subject to the approval of the Appointing Authority.

An employee on an unpaid leave of absence shall notify the Appointing Authority at least two (2) weeks in advance of his intent to return to active duty. Failure to give such notice will result in termination of employment.

Section 2: Educational Leave

A leave of absence without pay may be obtained as an educational leave subject to the approval of the Appointing Authority if such is for the purpose of acquiring educational training which will increase the efficiency and usefulness of the employee to the Police Department.

Section 3: Unapproved Leave of Absence

Leaves of absence other than those provided by Sections 1 and 2 above will not be granted and will result in termination of service.

**ARTICLE 26
RELEASE TIME FOR CLUB BUSINESS**

Section 1: Release Time for Club Business

The City agrees to place one member on release time, up to a maximum of 1,300 hours per contract year, for the purpose of conducting official Club business. The Club President shall determine which member shall be released and shall notify the Chief of Police after the determination has been made at least one (1) week prior to the commencement of such release time, specifying the period or periods of such release time.

Section 2: Release Time for Club President

The City agrees to place the Club President on full detached duty with full pay during his term of office to investigate and process grievances, attend labor-management meetings, attend Club meetings, and to perform other official Club business for the members of the Police Bargaining Unit.

Section 3: Release Time for the State P.B.A. Convention

The City will give release time with pay for a maximum for four (4) days, not to exceed eight (8) delegates once a year, to those members designated by the Club to attend the State P.B.A. Convention.

Section 4: Release Time for Regular and Special Club Meetings

The City will give release time with pay, not to exceed five (5) members (including all Club officers on release time), to those members designated by the Club to attend regular and special Club meetings.

Section 5: Release Time for Negotiation Committee

The City will give release time with pay, not to exceed seven (7) representatives at any one time, to those members designated by the Club to participate as the Negotiating Committee.

Section 6: Release Time for Election Commissioners

The City will give release time with pay, not to exceed three (3) members, to those police officers who serve as election commissioners of the Locust Club on the day of the Locust Club election or special elections.

Section 7: Designation of Club Representatives

Officers, delegates and Locust Club Representatives who are to be granted leave for Club business as set forth above, without loss of pay, are and shall be those officially elected to such position by members of the Police Locust Club, Inc. Except that for purposes of Section 5 above, non-elected members of the Police Locust Club, Inc. who are officially designated by the officers of the Club as members of the Police Locust Club Negotiating Committee, shall be granted leave for negotiations without loss of pay.

Section 8: Executive Board Members

The City will give release time with pay for up to twelve (12) Executive Board members to attend regular Executive Board meetings once a month for a maximum of two (2) hours a meeting.

**ARTICLE 27
CONTRACT ADMINISTRATION**

Section 1: Definitions

- A. Grievance - the term "grievance" shall be defined as a dispute between the parties to this Agreement, involving the interpretation or application of any provisions of this Agreement.

- B. Days - the term "days" when used in this Article shall, except where otherwise indicated, mean working days on a Monday through Friday basis.

Section 2: Procedure

- A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.
- B. Failure at any step of this procedure to communicate to the Club the decision on a grievance within the specified time limits shall permit the Club to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.
- C. In case of Group, Policy or organization type grievance, the grievance may be submitted at Step B by the Club representative.
- D. The time limitations set forth in Section 3 of this Article may be extended by the mutual consent of the Club President or designee and the Chief of Police or Manager of Labor Relations.

Section 3: Grievance Steps

In the event of a grievance as defined in Section 1 of this Article, either party shall have the right to resolve the grievance in the following manner:

Step A:

The aggrieved member, with or without a Club representative, shall present the grievance orally to the immediate supervisor and the commanding officer of the aggrieved within fifteen (15) working days. An oral decision by the commanding officer must be presented to the Club representative within three (3) working days of receipt of the oral grievance. No

resolution of a grievance at this step shall constitute a binding precedent.

Step B:

If not resolved at Step A within five (5) working days of the receipt of the oral decision, the Club President or designee, with or without the aggrieved member, shall present a written grievance, which shall contain the oral decision, to the Chief of Police or his officially designated representative who shall within five (5) working days, discuss the grievance with the Club President or his designee and who shall, within ten (10) working days of the receipt of the written grievance, forward his written decision concerning the grievance to the Club President or his designee.

Step C:

If Step B fails to produce a settlement, a written record of the dispute by either party, together with the Chief's written decision, shall be forwarded to the Manager of Labor Relations within five (5) working days after the receipt of the Chief's written decision. Upon receipt of the written record of the dispute together with a copy of the Chief's written decision, the Manager of Labor Relations shall, within five (5) working days, discuss the grievance with the Club's President or designee and shall within ten (10) working days of the receipt of the written record of the dispute and the Chief's written decision, forward his written decision to the Club President.

Step D:

If Step C fails to produce a settlement of the dispute, either the Club or the City may take the dispute to arbitration upon service of written notice to the other party of its intention to do so. This notice shall be served within ten (10) calendar days from the conclusion of Step C. Otherwise, the right of arbitration of such dispute

shall be deemed waived and the grievance shall be considered closed with no further appeal.

Section 4: Arbitration Panel

A. An arbitration proceeding shall be conducted by an arbitrator designated, and pursuant to rules agreed upon, in accordance with this subdivision. Within thirty (30) days of the execution of this Agreement, the parties will:

1. Select and maintain a panel of mutually acceptable arbitrators who shall serve for the duration of the Agreement. Such panel shall consist of not fewer than five (5) arbitrators. The arbitrators shall be initially listed in alphabetical order and shall be designated on a rotating basis to arbitrate individual cases. In the event an arbitrator is unavailable to hear a specific case, such arbitrator will be temporarily passed over, but shall be at the top of the list for the next case. Upon completion of his or her service on a case, the arbitrator shall be placed at the end of the panel list. Both parties reserve the right during the term of this Agreement to remove up to two (2) arbitrators from the panel. A party removing an arbitrator from the panel shall propose a replacement acceptable to the other party. Arbitrators shall also be replaced by mutual agreement in the event of resignation or any other inability to serve.
2. Agree upon Rules of Procedure modeled after Part 207 of the Rules and Regulations of the Public Employment Relations Board (PERB), except that references to the "Board" and the "Director of Conciliation" and like references to PERB and its officers and agents shall be deleted and modified as necessary. The Rules of Procedure agreed upon pursuant to this Section shall be reduced to writing and shall be made available to the panel of arbitrators and other interested parties.

Such Rules of Procedure may be amended by mutual consent in the manner described in Article 30, Section 3.

In the event the procedure described above is not, or cannot be, implemented, or terminates or is unenforceable for any reason, arbitrations conducted pursuant to this Agreement shall be governed by Part 207 of the Rules and Regulations of the Public Employment Relations Board. Notwithstanding any provisions of any procedure or rule inconsistent with the express terms of this Collective Bargaining Agreement, any such inconsistent procedure or rule shall be void and superseded by the express terms of this Agreement.

- B. Decisions of the arbitrator shall be final and binding on the Club, the City and any grievant, provided said decision is within the scope of his authority and the constraints established by this section. The arbitrator shall have no authority or power to render a decision or award inconsistent with Statutory or Appellate decisional law.
- C. The selected arbitrator shall hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator.
- D. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- E. The authority of the arbitrator shall be limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to alter, add to or subtract from or otherwise modify the terms of this Agreement as written. The arbitrator shall confine himself to the precise

issue submitted for arbitration and shall have no authority or power to determine any other issues not submitted to him. He shall confine his decision and award solely to the interpretation and application of this Agreement.

- F. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Club. However, each party shall be responsible for compensating its own witnesses. If either party desires a transcript of the proceedings, it may cause the transcript to be made. Each party shall be responsible for the payment for their copy of the transcript. The parties shall equally share the expense of the arbitrator's copy.

ARTICLE 28 GRIEVANCE COMMITTEE AND REPRESENTATION

Section 1: Club Representatives

The Club may have duly elected Representatives selected by the membership of the Club at an election or appointed by the Locust Club President. The City will be provided with a current list of these representatives at all times. In the event of the absence of a particular Representative, the Club may appoint an alternate.

Section 2: Representative Pursuance

A representative or alternate will be permitted to leave his work in pursuance of a grievance, conditions permitting, as determined by the representative's commanding officer, during the representative's normal working hours. If the representative's commanding officer determines that conditions do not permit absence during that representative's regular working hours, the grievance shall be pursued upon completion of the representative's tour of duty.

Section 3: Release from Assignment

For the purpose of handling grievances as provided in the Grievance Procedure, the representative will record his time and specify to his immediate superior the purpose of his activity before he leaves his assignment. Upon entering the area of another commanding officer, he shall notify that commanding officer of his presence and purpose.

Section 4: Representative with Grievance

Any representative having an individual grievance in connection with his own work may ask for an officer of the Club to assist him in adjusting the grievance with the commanding officer.

ARTICLE 29 POLICE LABOR-MANAGEMENT COMMITTEE

- A. A Police Labor-Management Committee shall be established for the purpose of discussing at mutually agreeable times matters of mutual concern, but not to include amendment of this Agreement. This Committee shall be limited to no more than four (4) members of the Police Locust Club, one of whom shall be the Locust Club President, and four (4) management members, one of whom shall be the Manager of Labor Relations. The Committee shall meet at the call of the Manager of Labor Relations or the Locust Club President.

Any expenses pursuant to said meetings shall be equally borne by the parties to this Agreement.

- B. The parties agree to meet regularly (a minimum of one meeting per month) until March, 1993, to discuss the subjects of discipline, department staffing related to investigators/sergeants, the tenure, pay and selection of investigators, out-of-title/temporary appointments, work schedules, and other subjects the parties agree to discuss. These discussions shall not be considered

negotiations and the parties waive any midterm declaration of impasse or arb over disputes on these subjects. Nothing will preclude the parties from re agreement on changes regarding these sub

ARTICLE 30 GENERAL PROVISIONS

Section 1: Applicable Laws

It is understood and agreed by both parties that the benefits conferred by this Agreement are subject to applicable provisions of Law and to the appropriation of funds by City Council.

Section 2: Savings Clause

This Agreement and all provisions hereof shall be subject to all applicable laws and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, and the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision had not been part of this Agreement.

Section 3: Contract Modification

No amendment or alteration of this Agreement shall be binding unless it is in writing and signed by the representative of the Locust Club, Inc., as determined by the by-laws of the Locust Club.

Section 4: Changes in Rules, Regulations, and General Orders

All portions of any Rules, Regulations and General Orders of the Department pertaining to the terms and conditions of employment shall be changed through the process of collective negotiations. In the event the Department desires to so change such a Rule, Regulation or General Order, it shall give notice thereof to the Club. The Club shall thereafter negotiate collectively over such proposed change(s). If, as a result of the collective negotiations, the parties arrive at impasse, the matter shall be referred to arbitration.

through arbitration, as that procedure is set forth in Article 27, Section 4, of this Agreement.

Section 5: Printing of Contract

The cost of printing this Agreement in booklet form in the number of 800 copies and at a cost not to exceed \$1500 shall be borne equally by the City and the Union. Such printing shall be done by a Union print shop having a Union label. This provision shall not apply if the City's share of the printing costs exceeds the limit at which the City must solicit bids for the work to be performed pursuant to the New York State General Municipal Law.

Section 6: Police Vehicles

Police vehicles will be kept in good appearance and mechanical condition.

Section 7: Lounge

The City will continue to provide a police officers' lounge in the Public Safety Building for members of the Unit subpoenaed to Court.

Section 8: Defense and Indemnification of Police Officers

- A. The City shall pay reasonable and necessary attorney's fees at rates prevailing in the local legal community, disbursements and litigation expenses incurred by a police officer in his defense in a criminal proceeding in a state or federal court arising out of any alleged act or omission that occurred or allegedly occurred while the employee was exercising or performing or in good faith purporting to exercise or perform his powers and duties. The police officer shall be entitled to private counsel of his own choice, except that the Corporation Counsel may require that appropriate groups of police officers be represented by the same private counsel. This duty to pay for a defense in a criminal proceeding shall arise only upon the complete acquittal of a police officer, the dismissal of all criminal charges against him, or a no-bill by a Grand Jury investigating an on-duty use of a weapon. Attorney's fees, disbursements, and litigation

expenses shall be submitted by the attorney within 30 days after acquittal or dismissal to the Corporation Counsel in the manner and form required by him, and shall be reviewed and approved by him prior to payment.

- B. The City shall provide for the defense of a police officer in any civil action or proceeding before any state or federal court or administrative agency arising out of any alleged act or omission that occurred or allegedly occurred while the police officer was exercising or performing or in good faith purporting to exercise or perform his powers and duties. This duty to provide for a defense shall not arise where the action or proceeding is brought by or at the behest of the City itself unless the police officer is successful in such action or proceeding.
- C. The Corporation Counsel shall defend, or may employ special counsel to defend, the police officer in any civil action or proceeding unless the Corporation Counsel determines that a conflict of interest exists or may arise in which case the police officer shall be entitled to private counsel of his choice, except that the Corporation Counsel may require that appropriate groups of police officers be represented by the same private counsel. If special counsel is employed, or a police officer is represented by private counsel, the City shall pay reasonable and necessary attorney's fees at rates prevailing in the local legal community, disbursements, and litigation expenses incurred by a police officer in his defense. Attorney's fees, disbursements and litigation expenses shall be submitted by the attorney promptly after the end of each month to the Corporation Counsel, in the manner and form required by him, and shall be reviewed and approved by him prior to payment.
- D. The City shall indemnify and save harmless a police officer in the amount of any judgement obtained against the police officer in a state or

federal court or administrative agency, or in the amount of any settlement or a claim, provided that the act or omission occurred while the police officer was exercising or performing or in good faith purporting to exercise or perform his powers and duties. This duty to indemnify and save harmless shall not arise where the injury or damage resulted from intentional wrongdoing on the part of the police officer; nor shall it arise where a judgement is obtained or claim settled as a result of an action or proceeding brought by or at the behest of the City itself; nor shall it arise with respect to non-automatic punitive or exemplary damages, fines or penalties.

- E. The duties to pay for or to provide a defense and to indemnify and save harmless shall be conditioned upon (a) delivery by a police officer to the Corporation Counsel of any notice, summons, complaint or any other legal process within five (5) business days after he is served with such document, and (b) the full cooperation of a police officer in the defense of any action or proceeding against him or against the City based upon his alleged acts or omissions, and in the taking of any appeals.
- F. Any dispute arising under this Section shall be submitted to arbitration pursuant to Article 27, Section 4, of this Agreement. A demand for arbitration must be served within sixty (60) days of written notice to the Club of a decision by the Corporation Counsel.

ARTICLE 31 BULLETIN BOARDS AND INFORMATION UPDATE

It is agreed that the Club may use all official police bulletin boards for the purpose of posting Club notices to Club members, provided that such notices shall be clearly identified as Club notices.

The Information Update and the video tape system may also be used for Club announcements, provided that the Club's use of the video tape system does not interfere with the normal functioning of the Police Department. The Club agrees to confine its use of the video tape system to issues of working conditions and Club social events. The Chief of Police shall have final content approval of all video tape programming to insure its professionalism.

The City agrees to maintain the Information Update for the term of this Agreement.

ARTICLE 32 TERM OF CONTRACT

Section 1: Duration

This contract shall be for a period of two (2) years commencing July 1, 1991, and ending June 30, 1993. No provision of the agreement is intended to have retroactive application prior to the actual date of execution of this agreement, unless such provision expressly provides for an implementation date other than the date of execution. This contract shall automatically be renewed from year to year thereafter unless either party shall notify the other party in writing not earlier than November 15th and not later than November 30th, or as hereinafter provided for any renewal period of the party's intention to change, alter, amend or terminate this contract.

Section 2: Negotiations

It is understood and agreed that negotiations pursuant to the above notice shall begin not later than January 15, thereafter, unless otherwise mutually agreed to by the parties.

APPENDIX 1 DISCIPLINE GUIDELINES & CLASSIFICATION OF PENALTIES

The parties agree that the following are guidelines to be used in determination of penalties for discipline for the period from the ratification of this agreement until June 30, 1993. These guidelines may be extended beyond that date only by written agreement of both parties.

- A. Table of Penalties: Penalties may be assessed up to the maximum listed below for infractions as classified in accordance with Appendix 1:

	<u>1st Incident</u>	<u>2nd Incident</u>	<u>3rd Incident</u>
<u>Class 1</u>			
	3 Day Suspension	10 Day Suspension	20 Day Suspension
<u>Class 2</u>			
	10 Day Suspension	30 Day Suspension	60 Day Suspension
<u>Class 3</u>			
	Dismissal	Dismissal	Dismissal

- B. The Chief at his sole discretion may assess penalties in excess of those listed above. In the event the Chief chooses to exceed or reduce the penalties listed above, he shall explain his reasoning, in writing to the member, with copy to the Locust Club.

- C. The Chief, at his discretion, may consider extenuating circumstances and may impose a lesser penalty than listed above.

- D. Loss of accrued time may be substituted for suspensions without pay upon the request of the member and at the discretion of the Chief.

- E. The imposition of discipline is not grievable. Appeals of discipline shall be in accordance with Section 76 of the NY State Civil Service Law.

CLASSIFICATION OF PENALTIES

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SECTION VI - RESPONSIBILITIES OF COMMANDING OFFICERS AND SUPERVISORS

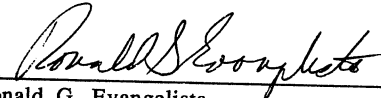
6.1	Command	2
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* SECTION I

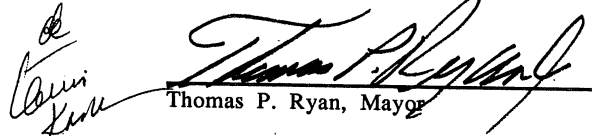
- 1.1 Any violation of Sections A, B or C is a Class 1 offense unless the alleged conduct constitutes a crime, then said violation is a Class 3 offense.


IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their duly authorized representatives.

FOR THE ROCHESTER POLICE LOCUST CLUB, INC.:


Ronald G. Evangelista
President

FOR THE CITY OF ROCHESTER, NEW YORK:


Thomas P. Ryan, Mayor


Daniel C. Wissman
Manager of Labor Relations

DATE: May 6, 1997